

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-11-60880

HUD# 07-11-0602-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

REDACTED

COMPLAINANTS

LOWELL & MICHELLE HOEPPNER

Des Moines, IA 50304

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: The Complainants alleged Respondents discriminated against them because of their disabilities by refusing to designate additional accessible parking spaces, issuing unfair lease violations, and failing to comply with the design and construction accessibility requirements of Federal and State Fair Housing Laws. Respondents own or manage the subject property, a REDACTED-unit apartment complex at REDACTED.

A complaint having been filed by Complainants against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1).
3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling. 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).
4. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by Iowa Code § 216.8, 216.8A or 216.15A. 42 U.S.C. 3617; Iowa Code § 216.11A.
5. Respondents agree the accessible and adaptive design provisions of Federal and State Fair Housing Laws require “covered multifamily dwellings” designed and constructed for first occupancy after March 13, 1991 must include: (i) the public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability; (ii) all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons with

a disability using wheelchairs; (iii) all premises within such dwellings contain the following features of adaptive design: (I) an accessible route into and through the dwelling; (II) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; (III) reinforcements in bathroom walls to allow later installation of grab bars; and (IV) usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about the space. 42 U.S.C. §3604(f)(3)(C)(2-3); Iowa Code §216.8A(3)(b)(c)(1-4).

Voluntary and Full Settlement

6. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

7. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainants that any claims asserted in their complaint are not fully meritorious.

8. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

9. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

10. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of Respondents.

Release

11. Complainants hereby waive, release, and covenant not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainants agree any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

12. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

New Policy and Practice

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request

(Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future tenant who has requested an accommodation, in a form substantially equivalent to Attachment 4. Respondents agree to review Attachment 5 "Parking for Persons with Disabilities and Fair Housing."

Respondents agree to send documentation to the Commission, verifying they have implemented specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of implementing the standards and procedures.

Review of Tenant Files

14. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the

handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Don Grove, Supervisor of Investigations. For each error, Respondents shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

Relief for Complainant

15. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment or discrimination. Complainants agree to follow the terms of their lease agreement and all the Respondents' rules and regulations.

Respondents agree if Complainants have any issues that cannot be resolved directly with Respondents' staff at **REDACTED**, Complainant can contact **REDACTED** at the corporate office at **REDACTED**.

16. The parties agree that after Complainants filed this fair housing complaint, Respondents immediately provided the following modifications and accommodations:

- a) Three speed bumps prevented an "Accessible Route" for Complainant, Lowell Hoepfner, to access the Respondents' leasing office, activity room and computer room in his wheelchair. Respondents removed 40 inches off the west side of the three speed bumps and poured concrete where the speed bumps were removed to create an "Accessible Route."

- b) Respondents removed a fence piece on Complainants' patio so Complainant can access the patio in his wheel chair.
- c) Respondents fixed and/or replaced the locks to the front door and bathroom door.
- d) Respondents replaced all the fire detectors.
- e) Respondents serviced the air conditioner.
- f) Respondents fixed the self-closing door making it possible for Complainant to enter or leave the apartment in his wheelchair without assistance.
- g) Respondents adjusted the front door threshold.
- h) Respondents adjusted the sliding glass door's width making it possible for Complainant to access the patio in his wheelchair.
- i) Respondents installed grab bars in the bathroom
- j) Respondents designated an accessible parking space for Complainants.

17. Respondents agree that all future requests for accommodations or modifications by Complainants will be handled in a timely fashion. Respondents will provide Complainants with a form to make a written request for accommodations or modifications documenting the date and time the request was made. Respondents will immediately provide Complainants with a photocopy of the written request. Within 72-hours of receiving a request for an accommodation or modification, Respondents will communicate in writing their response.

18. Within 60 days of receiving a Closing Letter from the Commission, Respondents agree to install and pay for the below-listed changes:

- a) Install a threshold ramp from Complainants' apartment to the patio.
- b) Complainant cannot easily access the refrigerator in his wheelchair. Respondents will change the refrigerator doors so they open from left to right (currently the doors open from right to left) or Respondents will replace the refrigerator with a double door refrigerator or a refrigerator that opens from left to right.
- c) On September 14, 2011, Respondents will meet with the **REDACTED** regarding the three remaining speed bumps that prevent an "Accessible Route" to the leasing office. Respondents agree if **REDACTED** is not responsible for the three speed bumps, due to the easement, Respondents will remove

40 inches off the west side of three remaining speed bumps and pour concrete where the speed bumps were removed so there is an "Accessible Route" to the leasing office.

d) Complainant cannot access the air conditioner controls in his wheelchair. Respondents will install air conditioner controls in an accessible location or provide Complainant with a remote control for the air conditioner controls.

REDACTED, RESPONDENT Date

REDACTED, RESPONDENT Date

REDACTED, RESPONDENT Date

REDACTED, RESPONDENT Date

Lowell Hoepfner, COMPLAINANT Date

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: _____

Address: _____

Telephone: _____

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

I need this reasonable accommodation because:

Requester _____ Date _____

Apartment Manager _____ Date _____

Attachment 2

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On _____, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

Signature of Tenant or Applicant: _____

Name of Tenant or Applicant: _____

Address: _____

Date: _____

I, the undersigned, Apartment Manager of _____ Apartments:

Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided.

Apartment Manager

Date

Attachment 3

Approval or Denial of Reasonable Accommodation Request

Dear: _____

Address: _____

On _____, you requested the following reasonable accommodation:

We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development

Office of Fair Housing & Equal Opportunity

400 State Avenue

Gateway Tower II

Kansas City, Kansas 66101

913-551-6958 or 800-743-5323

Attachment 5

Parking for Persons with Disabilities and Fair Housing

“Because of my disability I can’t walk very far without suffering extreme discomfort and fatigue. I have a DOT permit to park in spaces assigned for persons with disabilities. And even though my landlord has designated several spaces close to the building, there are times when I can’t find an open space at a reasonably-safe distance. Whenever I leave the building, I worry that I won’t be able to find a place when I return. I worry that I’ll have to drive around for hours waiting for a space to open or I’ll have to rent a motel room again.”

-- Actual complaint before the Iowa Civil Rights Commission

Lack of parking for persons with disabilities

For a person with a disability that limits or restricts their mobility, lack of sufficient

parking can be a significant barrier to the full use and enjoyment of their dwelling. Lack

of sufficient parking for persons with disabilities at a housing complex can also be a violation of State parking law, as well as State and Federal Fair Housing Laws. A resident with a disability who has a DOT parking permit who cannot find an available

“persons with disabilities parking space” or other suitable parking is effectively denied housing based on disability.

State parking law

State law mandates designated public parking for persons with disabilities. The law sets forth location, dimension, and designation requirements, as well as the dimension of the access aisles along side the parking spaces. The law applies to off-street parking

provided by public accommodations, such as retail stores and government agencies, as well as multi-family housing, such as apartments or condominiums.

- For property managers who provide ten or more resident parking spaces, they must designate at a minimum one parking space for persons with disabilities, as needed, for each dwelling unit housing a person with a disability.
- Each of those designated spaces must meet the law's location, dimension, and designation requirements.
- If the property manager provides separate parking for visitors, then the manager must meet the number requirement for off-street parking facilities. That number requirement is based on the number of total spaces offered.

(Ex. A property manager that offers 10-25 spaces for visitors must designate one of those spaces for persons with disabilities.)
- Where parking for residents and visitors is combined, the property manager should combine the number required for residents with disabilities with the number required for visitors to arrive at the minimum number required by State parking law.

State and Federal Fair Housing Laws

When a resident with a disability complains to their property manager about the lack of suitable parking or requests additional suitable spaces, the resident is requesting a reasonable accommodation. Under State and Federal Fair Housing Laws, the property manager is obligated to make the accommodation to their policies or services.

- By designating additional spaces beyond the minimum required by State parking law, if reasonable and necessary to afford the resident an equal opportunity to use and enjoy their dwelling unit.
- By assisting with the enforcement of the designated parking spaces in order that the residents with disabilities have the use of those spaces.

- Making other modifications to its (parking) policies and procedures if reasonable and necessary to afford the resident an equal opportunity to use and enjoy his or her dwelling unit.

To ensure that a housing complex is meeting both the requirements of the law and the needs of its residents, the property manager can request information about parking needs, including the need for a “persons with disabilities” parking space at the time that the lease is entered. In this manner the property manager will have current, accurate information with which to designate spaces for its residents and guests. In the interim, property managers may choose to use a survey in which they ask each resident to report the number of persons in their household, as well as the number of their visitors, who require designated parking as the basis for setting the number needed.

Remember, the State law that mandates parking for persons with disabilities sets a minimum number, not a maximum number.

For further information, please contact:

Iowa Civil Rights Commission	HUD Regional Fair Housing Office
Grimes Building, 400 E. 14th St. 400 State Ave., Room 200	
Des Moines, Iowa 50319	Kansas City, Kansas 66101
515-281-4121 or 1-800-457-4416	913-551-6993 or 1-800-743-5323
www.state.ia.us/government/crc	www.hud.gov

Iowa Division of Persons with Disabilities	Iowa Department of Transportation
Lucas Building, 321 E. 12th St., Office of Vehicle Services Des Moines, Iowa 50319P.O. Box 9278 1-888-219-0471	Des Moines, IA 50306-9278
www.state.ia.us/government/dhr/pd/index.html	-237-3110

www.iowadot.gov/mvd/ovs/disabled.htm

Created May 2009

Total Value of Settlement (Cost of modifications) = \$2,000.